

EXHIBIT A

From: [Kaplan, Lee](#)
To: [Peter Taaffe](#)
Cc: [Karima Maloney](#); [Rex, Jacquelyn](#); [Adams, Mary Ann](#)
Subject: Qui tam against Lone Star National Bank, et al
Date: Monday, April 26, 2021 8:08:38 PM
Attachments: [Haddad Employee Ack Form.pdf](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[Victor Haddad - DL_Redacted.pdf](#)
[Victor Sebastian Haddad - DL_Redacted.pdf](#)

Peter,

Relators have sued Dr. Victor Haddad, apparently wrongly assuming that he was a Lone Star employee who approved loans to DHR physicians. There is a Victor S. Haddad who is a son of Dr. Victor Haddad, who is not a physician and was an employee of Lone Star. Attached are photos of these individuals' drivers' licenses and a record of Victor S. Haddad's employment at LSNB so you can confirm what we are saying. This information is being provided confidentially solely to resolve the issue of misidentification of Dr. Haddad.

More important, the error indicates that in drafting the amended complaint, Relators relied upon documents provided by Lone Star to the Government, which is a violation of Relators' agreement with the Government. We have not notified the Government of this, and we would appreciate your promptly dismissing Dr. Victor Haddad from the suit. Please call me to confirm that you will do so.

Regards,

Lee



Lee L. Kaplan

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Haddad Exhibit

A

11-cv-02565

exhibitsticker.com

EXHIBIT A-1

■ Employee Acknowledgement Form

The Lone Star National Bank Employee Handbook describes important information about the Bank, and I understand that I should consult with the Human Resources Manager regarding any questions not answered in the Employee Handbook.

I have entered into my employment relationship with Lone Star National Bank voluntarily and acknowledge that there is no specified length of employment. Accordingly, either Lone Star National Bank or I can end the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Employee Handbook may occur from time to time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Chief Executive Officer of Lone Star National Bank, or his assignee(s), has the authority to initiate such official notices.

I understand that Lone Star National Bank has established and maintains a counseling and disciplinary action procedure, as outlined in this Employee Handbook, in a concerted effort to correct unsatisfactory job performance or conduct. **I further understand that the Management of Lone Star National Bank reserves the right to dismiss employees at anytime without prior notice** and employees may voluntarily end their employment at any time for any reason. The implementation of this Employee Handbook will not be construed as preventing, limiting, or delaying Lone Star National Bank from taking disciplinary action, including immediate discharge, in circumstances where Lone Star National Bank deems such action appropriate, in its sole discretion.

I specifically understand that the Bank has a policy prohibiting harassment and I agree to abide by that policy and will report any violations of which I become aware.

I understand that this Employee Handbook is the property of Lone Star National Bank, and I understand that I must return it to my supervisor or the Human Resources Manager should I, or Lone Star National Bank, end my employment for any reason. Furthermore, I acknowledge that this Employee Handbook is neither a contract of employment nor a legal document.

I understand, acknowledge, and authorize, Lone Star National Bank to facilitate appropriate Payroll Deductions for taxes, voluntary employee deductions, and employment related deductions such as, absenteeism, used-unearned vacation, or sick days. This also applies to un-retained Bank property, in the event of separation from employment.

Also, I have received the Employee Handbook, or it has been made available to me, and I understand that it is my personal responsibility to read, understand, and comply with these policies including any future revisions, directing any questions I may have regarding these policies, procedures or statements to the Human Resources Manager.

■ Employee's Name: Victor S. Haddad

■ Employee's Signature: SHaddad DATE: 1-20-06

■ Witnessed by: _____ DATE: _____

EXHIBIT A-2

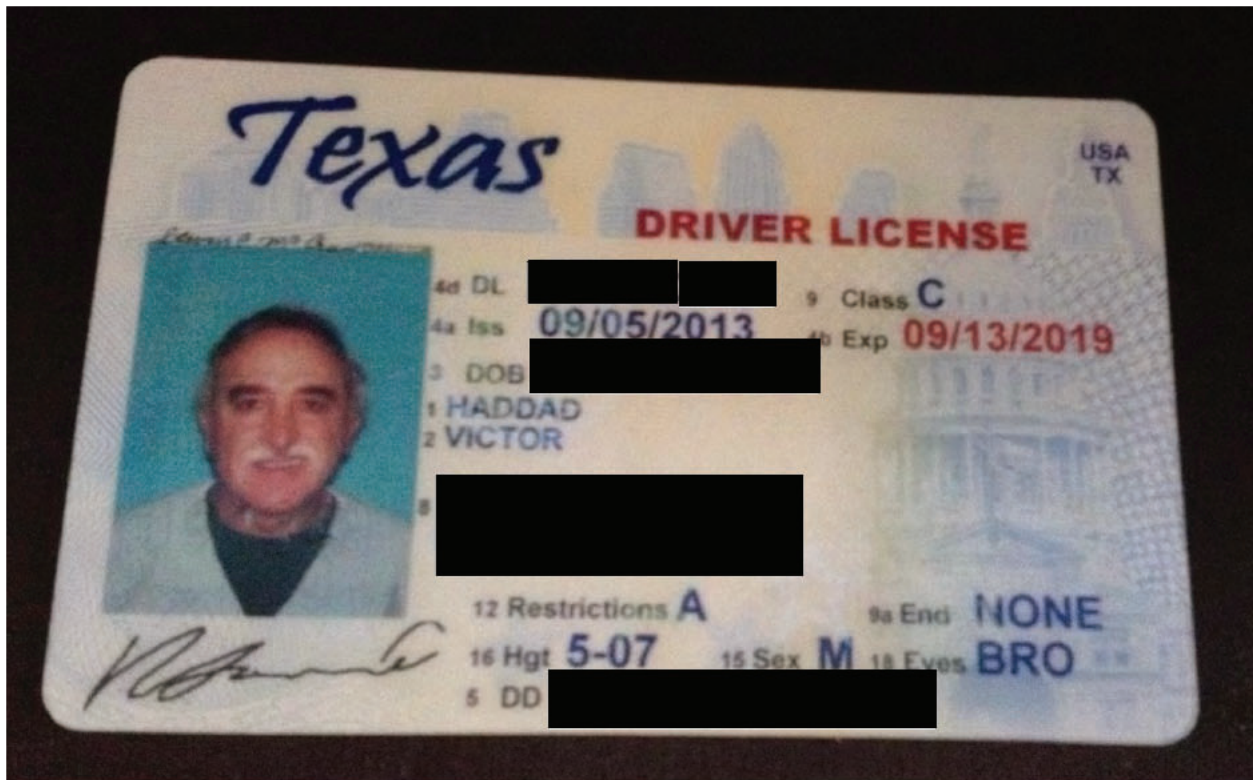


EXHIBIT A-3

